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Of Attorneys for Debtor

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF OREGON

In re

Kristi Maria Polukeev,

Debtor.

Case No. 16-34486-tmb13

NOTICE OF INTENT TO SELL REAL  
PROPERTY AND MOTION FOR  
AUTHORITY TO SELL REAL  
PROPERTY (*8815 SW Oleson Rd.,  
Portland, OR 97223*)

**NOTICE OF INTENT TO SELL REAL PROPERTY**

Kristi Maria Polukeev ("Debtor") proposes to take the following action and files this Notice of Intent to Sell Real Property requesting authority to:

Sell the real property located at 8815 SW Oleson Rd., Portland, OR 97223 for \$825,000.00.

**YOU ARE HEREBY NOTIFIED** that unless within twenty-one (21) days of the filing date of this notice (September 16, 2021) you: (1) file a written objection to the sale of the above-described property, setting forth the specific grounds for such objection and your relation to the case, with the Clerk of Court, 1050 SW 6<sup>th</sup> Ave., 7th Floor, Portland, Oregon 97204; and (2) mail a copy to Debtor's attorney, Douglas R. Ricks, 319 SW

Washington St. Suite 520, Portland, Oregon 97204, the undersigned will proceed to take the proposed action, or apply for a court order if required, without further notice or a hearing.

### **MOTION FOR AUTHORITY FOR SALE OF REAL PROPERTY**

Debtor, by and through her attorneys, Vanden Bos & Chapman, LLP, hereby moves this Court for authority to sell the real property located at 8815 SW Oleson Rd., Portland, OR 97223 (the "Property") and with the legal description as follows:

Beginning at the Northwest corner of the Southeast one-quarter, Northeast one-quarter of Section 26, Township 1 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon; thence South 89° 38' East along the North line of said Southeast one-quarter, Northeast one-quarter of Section 26. A distance of 296.76 feet to an iron pipe; thence South 471.60 feet to an iron pipe, which iron pipe is the true point of beginning of the herein described tract, and the Southwest corner of that certain tract conveyed to Howard T Multhauf, et ux, by deed recorded January 5, 1943 in Book 214, No. 9325; thence from the above described true point of beginning South 89° 43' East 138.93 feet along said Multhauf Tract to an iron pipe, which is the Northwest corner of that certain tract conveyed to Jack E. Hannula, et ux, by deed recorded July 26, 1943 in Book 223, Page 515; thence South 188.02 feet along said Hannula Tract to an iron pipe on the Northerly boundary of the County Road; thence continuing South 35.42 feet to a point in the center of said County Road; thence South 57° 52' West along the center of said County Road 164.06 feet to a point; thence North 35.42 feet to an iron pipe on the Northerly boundary of said County Road; thence continuing North 275.96 feet to the place of beginning.

COMMONLY KNOWN AS: 8815 SW Oleson Road, Portland, OR 97223

1. The Debtor's Chapter 13 Plan dated 9/29/20 (Doc. #56) (the "Plan") contemplated the sale of the Property at paragraph 14.
2. The Debtor is co-owner of the real property with her estranged husband, Vladimir Polukeev. However, Vladimir Polukeev conveyed his one-half interest in the

property to the debtor, Kristi Polukeev, by Real Estate Contract recorded in Washington County, State of Oregon, on November 28, 2016, as File No. 2016-097999, for the purchase price of \$93,000.00.

3. The Addendum to Real Estate Contract recorded in Washington County, State of Oregon, on August 23, 2021, as File No. 2021-091198, states that the remaining balance on the purchase price to be distributed to Vladimir Polukeev from the sale proceeds of the real property is \$30,000.00.

4. The Addendum to Real Estate Contract recorded in Washington County, State of Oregon, on August 23, 2021, as File No. 2021-091198, also states that \$35,000.00 from the sale proceeds of the real property shall be placed into a college trust account for the benefit of Kade Polukeev, the minor child of Kristi and Vladimir Polukeev and to be accessible to the minor child at age 18.

5. Debtor has accepted an offer for sale at \$825,000.00 as stated on the Seller's Counter Offer No. 1 attached to Residential Real Estate Sale Agreement that is attached to the motion that was filed with the Court as **Exhibit 1**. The anticipated buyer is Jerry Odell Bybee and Juanita Anne Bybee who have no relationship to the Debtor. Copies of **Exhibit 1** are available upon request from Debtor's counsel.

6. The sale price was negotiated in an arms-length transaction; no independent appraisal has been conducted.

7. The Preliminary Title Report for the real property is attached to the motion that was filed with the Court as **Exhibit 2**. Copies of **Exhibit 2** are available upon request from Debtor's counsel.

8. The Estimated Closing Statement will be provided to the Chapter 13 Trustee as soon as it is made available from escrow. Escrow has been opened with Lawyers Title of Oregon, LLC, Shelley Williams, Escrow Officer, 6000 Meadows Rd., Suite 100, Lake Oswego, OR 97035.

9. **This transaction is a “traditional” sale of the property and the authority requested is pursuant to Section 363(b).** Debtor does **not** seek authority for a short sale or sale free-and-clear. Secured creditor(s) will be paid through escrow to extent of payoff quote(s).

10. As a condition of sale, closing is scheduled on or before October 15, 2021.

11. There is no adverse impact on creditors. Proceeds from the sale of the Property will be paid to all creditors, including all unsecured creditors, who filed claims. All claims shall be paid 100%.

12. The proceeds from the sale of the Property will be applied to the following items in the following order:

- (a) Liens and security interests against the real estate, excluding the distributions under the recorded Real Estate Contract and recorded Addendum to Real Estate Contract;
- (b) \$30,000.00 to Vladimir Polukeev pursuant to the recorded Addendum to Real Estate Contract;
- (c) \$35,000.00 to be placed into a college trust account for the benefit of the minor child, Kade Polukeev, pursuant to the recorded Addendum to Real Estate Contract;
- (d) Sale commissions and closing costs;

- (e) Payment to the Chapter 13 Trustee for distribution under the Plan; and
- (f) Any remaining funds to the debtor, Kristi Maria Polukeev.

WHEREFORE, Debtor prays that this Court enter an order authorizing sale of the Property on terms set forth herein.

Dated: September 16, 2021

Respectfully Submitted;

VANDEN BOS & CHAPMAN, LLP

By: /s/Colleen A. Lowry for Douglas R. Ricks  
Douglas R. Ricks, OSB #044026  
Of Attorneys for Debtor



Sale Agreement # Bybee 01

RESIDENTIAL REAL ESTATE SALE AGREEMENT  
OREF 001 | Ver. 1.1 | Page 1 of 11

## FINAL AGENCY ACKNOWLEDGMENT

Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent to the following agency relationships in this transaction: Tracy Davis-Sharp

(Name of Buyer's Agent(s)\*), Oregon Lic. # 201107021  
of Realty One Group Prestige (Name of Real Estate Firm(s)\*)

Buyer's Agent's Office Address 15220 NW Greenbrier Pkwy STE 310 Beaverton OR 97006, Company Lic # 201222896  
Phone #1 (503) 875-2805 Phone #2 \_\_\_\_\_ E-mail sharpproperties2014@gmail.com

is/are the agent of (check one): ☒ Buyer exclusively ("Buyer Agency"). ☐ Both Buyer and Seller ("Disclosed Limited Agency").

Marc A Fox, Matthew Soukup (Name of Seller's Agent(s)\*), Oregon Lic. # 200508221, 201214742  
of Keller Williams Realty Portland Premiere, Keller Williams Realty Portland Premiere (Name of Real Estate Firm(s)\*)

Seller's Agent's Office Address 7504 SW Bridgeport Rd Portland OR 97224, Company Lic # 200509347  
Phone #1 (503) 515-5044 Phone #2 \_\_\_\_\_ E-mail marc@foxrealestategroups.com

is/are the agent of (check one): ☒ Seller exclusively ("Seller Agency"). ☐ Both Buyer and Seller ("Disclosed Limited Agency").

\*If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agents and Firm names should be disclosed above.

If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker in that Real Estate Firm, Buyer and Seller acknowledge said principal broker shall become the disclosed limited agent for both Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Agent(s).

Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this Final Agency Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.

Buyer's Agent's Office Address	DocuSigned by:	Print <u>Jerry Odell Bybee</u>	Date <u>9/6/2021</u>	
Buyer's Agent's Office Address	DocuSigned by:	Print <u>Juanita Anne Bybee</u>	Date <u>9/6/2021</u>	
Seller's Agent's Office Address	DocuSigned by:	Print <u>VLADIMIR A POLUKEEV</u>	Date <u>9/7/2021</u>	9:30 PM ET
Seller's Agent's Office Address	DocuSigned by:	Print _____	Date _____	

## RESIDENTIAL REAL ESTATE SALE AGREEMENT

THIS AGREEMENT IS INTENDED TO BE A LEGAL AND BINDING CONTRACT. IF IT IS NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING. FOR AN EXPLANATION OF THE PRINTED TERMS AND PROVISIONS IN THIS FORM REGARDING TIMING, NOTICE, BINDING EFFECT, ETC., SELLER AND BUYER ARE ENCOURAGED TO CLOSELY REVIEW THE DEFINITIONS AND

## INSTRUCTIONS SECTION BELOW

1. PRICE/PROPERTY DESCRIPTION: Buyer Jerry Odell Bybee, Juanita Anne Bybee

offers to purchase from Seller VLADIMIR A POLUKEEV

the following described real property (hereinafter "the Property") situated in the State of Oregon, County of Washington  
and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.)  
8815 SW OLESON RD, Portland, OR 97223

(Buyer and Seller agree, if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with Section 9 (Title Insurance) below shall, where necessary, be used for purposes of legal identification and conveyance of title.)

for the Purchase Price (in U.S. currency) of \_\_\_\_\_ A \$ 800,000.00

on the following terms: Earnest money herein receipted for \_\_\_\_\_ B \$ 10,000.00

on \_\_\_\_\_, as additional earnest money, the sum of \_\_\_\_\_ C \$ \_\_\_\_\_

at or before Closing, the balance of down payment \_\_\_\_\_ D \$ 70,000.00

at Closing and upon delivery of ☒ DEED ☐ CONTRACT the balance of the Purchase Price \_\_\_\_\_ E \$ 720,000.00

shall be paid as agreed in Financing Section of this Agreement. (Lines B, C, D and E should equal Line A)

2. FIXTURES/CONTROLS/KEYS: All fixtures and essential related equipment (e.g. remote controls, smart home features, and all keys related to Property including mailbox, outbuilding(s), etc.) are to be left upon the Property. Fixtures shall include but not be limited to: built-in appliances;

Buyer Initials JOB Date 9/6/2021

Seller Initials LMP Date 9/7/2021 9:30

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OREF 001 | Page 1 of 11

## Exhibit 1



Sale Agreement # Bybee 01

RESIDENTIAL REAL ESTATE SALE AGREEMENT  
OREF 001 | Ver. 1.1 | Page 2 of 11

attached floor coverings; drapery rods and curtain rods; window and door screens; storm doors and windows; system fixtures (irrigation, plumbing, ventilating, cooling and heating); water heaters; attached electric light and bathroom fixtures; light bulbs; fluorescent lamps; window blinds; awnings; fences; all planted shrubs, plants and trees; EXCEPT: \_\_\_\_\_

**3. PERSONAL PROPERTY:** Only the following personal property, in "AS-IS" condition and at no stated value is included:  
Pool table, washer and dryer, refrigerator, kitchen range, dishwasher, kitchen island, draperies or  
curtains

## FINANCING

### 4. BALANCE OF PURCHASE PRICE: (Select A or B)

Buyer represents, Buyer has liquid and available funds for the earnest money deposit and down payment, and if an all cash transaction, the full purchase price, sufficient to Close the transaction described herein and is not relying upon any contingent source of funds (e.g., from loans, gifts, sale or closing of other property, 401K disbursements, etc.), except as follows (describe): \_\_\_\_\_

#### A. ☐ This is an all cash transaction. Buyer to provide verification ("Verification") of readily available funds as follows (select only one):

☐ Buyer has attached a copy of the Verification with the submission of this Agreement to Seller. ☐ Buyer will provide Seller with the Verification within \_\_\_\_ business days (five [5] if not filled in) after this Agreement has been signed and accepted; or ☐ Other (Describe): \_\_\_\_\_

Seller may notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within \_\_\_\_ business days (two [2] if not filled in) ("Disapproval Period") following its receipt by Seller. Provided, however, such disapproval must be objectively reasonable. Upon such disapproval, all earnest money deposits shall be promptly refunded to Buyer and this transaction shall be terminated. **If Seller fails to provide Buyer with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller shall be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all earnest money deposits shall be promptly refunded, and this transaction shall be terminated.**

#### B. ☒ Balance of Purchase Price to be financed through one of the following Loan Programs (Select only one):

☐ Conventional; ☐ FHA; ☒ Federal VA (Seller ☒ Shall ☐ Shall not agree to pay Buyer's non-allowable VA fees);

If FHA or Federal VA is selected, **OREF 097 FHA / Federal VA Amendatory Clause** is attached.

☐ Other (Describe): \_\_\_\_\_

**Buyer agrees to seek financing through a lending institution or mortgage broker (hereinafter collectively referred to as "Lender") participating in the Loan Program selected above.**

**C. Pre-Approval Letter.** ☐ Buyer has attached a copy of a Pre-Approval Letter from Buyer's Lender; ☒ Buyer does not have a Pre-Approval Letter at the time of making this offer; ☒ Buyer agrees to secure a Pre-Approval Letter and provide a copy to Seller as follows: Buyer's agent shall email a preapproval letter to Seller's agent on or before Tuesday, September 7, 2021

**5.1 FINANCING CONTINGENCIES:** If Buyer is financing any portion of the Purchase Price, then this transaction is subject to the following financing contingencies: (1) Buyer and the Property to qualify for the loan from Lender; (2) Lender's appraisal shall not be less than the Purchase Price; and, (3) Other (Describe): \_\_\_\_\_

Except as otherwise provided herein, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

**5.2 FAILURE OF FINANCING CONTINGENCIES:** If Buyer receives actual notification from Lender that any Financing Contingencies identified above have failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the parties shall have \_\_\_\_ business days (two [2] if not filled in) following the date of Buyer's notification to Seller to either (a) Terminate this transaction by signing an **OREF 057 Termination Agreement** and/or such other similar form as may be provided by Escrow; or (b) Reach a written mutual agreement upon such price and terms that will permit this transaction to continue. Neither Seller nor Buyer are required under the preceding provision (b) to reach such agreement. If (a) or (b) fail to occur within the time period identified in this Section 5.2 (Failure of Financing Contingencies), this transaction shall be automatically terminated, and all earnest money shall be promptly refunded to Buyer. Buyer understands, upon termination of this transaction, Seller shall have the right to place the Property back on the market for sale upon any price and terms as Seller determines, in Seller's sole discretion.

**5.3 BUYER REPRESENTATIONS REGARDING FINANCING:** Buyer makes the following representations to Seller: (1) Buyer's completed loan application, as hereinafter defined, shall be submitted to the Lender who provided the Pre-Approval Letter, a copy of which has been delivered to Seller, or will be, pursuant to Section 4C (Pre-Approval Letter), above.

Buyer Initials DS DS Date 9/6/2021

Seller Initials DS / 9/7/2021 | 9:30

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OREF 001 | Page 2 of 11

### Exhibit 1



Sale Agreement # Bybee 01

RESIDENTIAL REAL ESTATE SALE AGREEMENT  
OREF 001 | Ver. 1.1 | Page 3 of 11

(2) Buyer shall submit to Buyer's Lender a completed loan application for purchase of the Property not later than \_\_\_ business days (three [3] if not filled in) following the date Buyer and Seller have signed and accepted this Agreement. A "completed loan application" shall include the following information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the value of the Property; and (vi) the loan amount sought.

(3) Buyer agrees, if Buyer intends to proceed with the loan transaction, Buyer will so notify Lender within \_\_\_ business days (three [3] if not filled in – but not to exceed ten [10]) in such form as required by said Lender, following Buyer's receipt of Lender's Loan Estimate. Upon request, Buyer shall promptly notify Seller of the date of Buyer's signed notice of intent to proceed with the loan.

(4) Buyer will thereafter complete all paperwork requested by the Lender, including payment of all application, appraisal and processing fees, to obtain the loan.

(5) Buyer understands and agrees, Buyer may not replace the Lender or Loan Program already selected, without Seller's written consent, which may be withheld in Seller's sole discretion.

(6) Following submission of the loan application, Buyer agrees to keep Seller promptly informed of all material non-confidential developments regarding Buyer's financing and the time of Closing.

(7) Buyer shall authorize the Lender to order the appraisal no later than expiration of the Inspection Period at Section 10 (Inspections), below of this Agreement, (or Section 1 of the **OREF 058 Professional Inspection Addendum** if used).

(8) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application status.

**6.1 INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property/casualty/fire insurance that will be secured for the Property. Additionally, Lenders may require proof of property/casualty/fire insurance as a condition of the loan.

**6.2 FLOOD INSURANCE; ELEVATION CERTIFICATE:** If the Property is located in a designated flood zone, flood insurance may be required as a condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation Certificate ("EC") is the document used by the federal National Flood Insurance Program ("NFIP") to determine the difference in elevation between a home or building and the base flood elevation ("BFE"), which is a computed elevation to which floodwater is anticipated to rise during certain floods. The amount of flood insurance premium for a particular property is based upon the EC. Not all properties in flood zones require an EC, depending upon when they were constructed. ECs must be prepared and certified by a land surveyor, engineer, or architect who is authorized by the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand. **If the Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, Lenders may require an EC as a condition of loan approval. For more information, go to the following website: [www.fema.gov](http://www.fema.gov)**

**7. SELLER-CARRIED FINANCING (E.G., LAND SALE CONTRACT/TRUST DEED/MORTGAGE/OPTION AGREEMENTS, RENT-TO-OWN, ETC.):** Notice to Buyer and Seller: If this transaction involves a land sale contract, trust deed, mortgage, option, or lease-to-own agreement (hereinafter a "Seller Carried Transaction"), Oregon law requires, unless exempted, individuals offering or negotiating the terms must hold a mortgage loan originator ("MLO") license. Your real estate agent is not qualified to provide these services or to advise you in this regard. Legal advice is strongly recommended. If this is a Seller-Carried Transaction, Buyer and Seller are advised to review the OREF 032 Seller-Carried Transactions Buyer and Seller Advisory. Buyer and Seller agree as follows (select only one):

- ☐ (a) Use the **OREF 033 Seller-Carried Transaction Addendum** and related forms; or
- ☐ (b) Secure separate legal counsel to negotiate and draft the necessary documents or employ an MLO

Seller and Buyer agree, regardless of whether (a) or (b) is selected, they will reach a signed written agreement upon the terms and conditions of such financing (e.g., down payment, interest rate, amortization, term, payment dates, late fees, balloon dates, etc.) within \_\_\_ business days (ten [10] if not filled in) commencing on the next business day following the date they have signed and accepted this Sale Agreement ("Negotiation of Terms Period"). Upon failure of Buyer and Seller to reach agreement by 5:00 p.m. on the last day of the Negotiation of Terms Period, or such other times as may be agreed upon in writing, all earnest money deposits shall be refunded to Buyer and this transaction shall be automatically terminated.

**Caveat: Buyer's and Seller's Agents are not authorized to render advice on these matters. Buyer and Seller are advised to secure competent legal advice while engaged in a Seller-Carried Transaction.**

**8. ADDITIONAL FINANCING PROVISIONS (e.g. Closing Costs):** Seller to pay two percent of the purchase price towards buyers funds required at closing.

Buyer Initials DS DS Date 9/6/2021

Seller Initials DS DS Date 9/7/2021 | 9:30

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OREF 001 | Page 3 of 11

### Exhibit 1





Bybee 01

RESIDENTIAL REAL ESTATE SALE AGREEMENT  
OREF 001 | Ver. 1.1 | Page 4 of 11**CONTINGENCIES**

**9. TITLE INSURANCE:** When this Agreement is signed and accepted by Buyer and Seller, Seller will, at Seller's sole expense, promptly order from the title insurance company selected at Section 24 (Escrow), below, a preliminary title report and copies of all documents of record ("the Report and Documents of Record") for the Property, and furnish them to Buyer at Buyer's contact location as defined at Section 32 (3) (Definitions/Instructions), below. Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of the Report and Documents of Record (if, upon receipt, the Report and Documents of Record are not fully understood, Buyer should contact the title insurance company for further information or seek competent legal advice). The Buyer's and Seller's Agents are not qualified to advise on specific legal or title issues.) Upon receipt of the Report and Documents of Record Buyer shall have \_\_\_ business days (five [5] if not filled in) within which to notify Seller, in writing, of any matters disclosed in the Report and Documents of Record which is/are unacceptable ("the Objections"). Buyer's failure to timely object in writing shall constitute acceptance of the Report and/or Documents of Record. However, Buyer's failure to timely object shall not relieve Seller of the duty to convey marketable title to the Property pursuant to Section 29 (Deed), below. If, within \_\_\_ business days (five [5] if not filled in) following Seller's receipt of the Objections, Seller fails to remove or correct the matters identified therein, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction prior to Closing, all earnest money shall be promptly refunded to Buyer and this transaction shall be terminated. This contingency is solely for Buyer's benefit and may be waived by Buyer in writing. Within thirty (30) days after Closing, the title insurance company shall furnish to Buyer, an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title exceptions agreed to be removed as part of this transaction. (Note: This Section 9 (Title Insurance) provides Seller will pay for Buyer's standard owner's policy of title insurance. In some areas of the country, such a payment might be regarded as a "seller concession." Under the TILA/RESPA Integrated Disclosure Rules ["the Rules"], there are limitations, regulations and disclosure requirements on "seller concessions", unless the product or service paid for by the Seller was one customarily paid by sellers in residential sales transactions. In Oregon, sellers customarily and routinely pay for their buyer's standard owner's policy of title insurance. Accordingly, unless the terms of this Section 9 (Title Insurance) are modified in writing by Buyer and Seller, the parties acknowledge, agree and so instruct Escrow, in this transaction, Seller's payment of Buyer's standard owner's policy of title insurance is not a "seller concession" under the Rules or any other federal law.)

**10. INSPECTIONS/ENVIRONMENTAL HEALTH CONDITIONS:** The following list identifies some, but not all, environmental conditions found in and around all real property that may affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water, lead based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for information and guidance. Neither the Buyer's nor Seller's Agents are experts in environmental health hazards or conditions. Buyer understands it is advisable to have a complete inspection of the Property by a qualified licensed professional(s) relating to such matters as structural condition, soil condition/compaction/stability, environmental issues, survey, zoning, operating systems, and suitability for Buyer's intended purpose. Neither Buyer's nor Seller's Agent are qualified to conduct such inspections and shall not be responsible to do so. For further details, Buyer is encouraged to review the Buyer Advisory at [www.oregonrealtors.org](http://www.oregonrealtors.org) and the Oregon Public Health Division at [www.public.health.oregon.gov](http://www.public.health.oregon.gov).

**Check only one box below:**

☒ **LICENSED PROFESSIONAL INSPECTIONS:** At Buyer's expense, Buyer may have the Property and all elements and systems thereof inspected by one or more licensed professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or removal of any portion of the Property including, for example, radon and mold. **Identify Invasive Inspections:** radon and sewer scope

Buyer understands, Buyer is responsible for the restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer's behalf. Buyer shall have \_\_\_ business days (ten [10] if not filled in), after the date Buyer and Seller have signed and accepted this Agreement (hereinafter "the Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer shall not provide all or any portion of the inspection reports to Seller unless requested by Seller. However, at any time during this transaction, or promptly following termination, upon request by Seller, Buyer shall promptly provide a copy of such reports or portions of reports, as requested. During the Inspection Period, Seller shall not be required to modify any terms of this Agreement already reached with Buyer. Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, at any time during the Inspection Period, Buyer may notify Seller, in writing, of Buyer's unconditional disapproval of the Property based on any inspection report(s), in which case, all earnest money deposits shall be promptly refunded, and this transaction shall be terminated. If Buyer fails to provide Seller with written unconditional disapproval of any inspection report(s) by 5:00 p.m. of the final day of the Inspection Period, Buyer shall be deemed to have accepted the condition of the Property. Note if, prior to expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period shall automatically terminate unless the parties agree otherwise in writing.

☐ **ALTERNATIVE INSPECTION PROCEDURES: OREF 058 PROFESSIONAL INSPECTION ADDENDUM**

☐ **OTHER INSPECTION ADDENDUM** \_\_\_\_\_

Buyer Initials JMB Date 9/6/2021

Seller Initials EMP Date 9/7/2021

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OREF 001 | Page 4 of 11

**Exhibit 1**



Sale Agreement # Bybee 01

RESIDENTIAL REAL ESTATE SALE AGREEMENT  
OREF 001 | Ver. 1.1 | Page 5 of 11

☐ **BUYER'S WAIVER OF INSPECTION CONTINGENCY:** Buyer represents to Seller and all Agents and Firms, Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and **knowingly and voluntarily** elects to waive the right to have any inspections performed as a contingency to the Closing of the transaction. Buyer's election to waive the right of inspection is solely Buyer's decision and at Buyer's own risk.

**11. LEAD-BASED PAINT CONTINGENCY PERIOD:** If the Property was constructed before 1978, on or promptly after the date the parties have signed and accepted this Agreement, Seller shall deliver to Buyer OREF 021, the Lead-Based Paint Disclosure Addendum ("the Disclosure Addendum"), together with the EPA Pamphlet entitled "Protect Your Family From Lead in Your Home" (the "Date of Delivery"). Unless waived by Buyer in writing in the Disclosure Addendum, Buyer shall have ten (10) calendar days (or other mutually agreed upon period) commencing on the day following the Date of Delivery, within which to conduct a lead-based paint assessment or inspection (the "LBP Contingency Period"). If lead-based paint and/or lead-based paint hazards are identified in the Property by a certified inspector at any time before expiration of the LBP Contingency Period, Buyer may unconditionally cancel this transaction by written notice to Seller ("Notice of Cancellation"). In such case, Buyer shall deliver a copy of any written reports or evaluations (collectively "Reports") to Seller, together with the Notice of Cancellation, and thereafter receive a prompt refund of all earnest money deposits. Buyer understands the failure to deliver the Notice of Cancellation to Seller together with the Reports, on or before Midnight of the last day of the LBP Contingency Period shall constitute acceptance of the condition of the Property as it relates to the presence of lead-based paint or lead-based paint hazards, and the LBP Contingency Period shall automatically expire.

**12.1 PRIVATE WELL:** Does the Property include a well that supplies or is intended to supply domestic water for household use? ☐ Yes ☒ No If the property contains a private well, the **OREF 082 Private Well Addendum** will be attached to this Sale Agreement.

**12.2 SEPTIC/ONSITE SEWAGE SYSTEM:** Does the Property include a septic/onsite sewage system? ☐ Yes ☒ No If the Property contains a septic/onsite sewage system, the **OREF 081 Septic/Onsite Sewage System Addendum** will be attached to this Sale Agreement.

**13. SELLER'S PROPERTY DISCLOSURE STATEMENT:** Under Oregon law, Buyer has a right to revoke Buyer's offer (the "Revocation Right") unless this transaction is exempt or Buyer has waived the Revocation Right. Buyer may exercise the Revocation Right only in writing and only within five (5) business days after this Sale Agreement has been signed and accepted by both Buyer and Seller AND Seller has delivered to Buyer or Buyer's agent a complete Seller's Property Disclosure Statement. However, Buyer may exercise the Revocation Right any time before receiving the Seller's Property Disclosure Statement, so long as Buyer does so before Closing. This provision supersedes any contrary terms in the Seller's Property Disclosure Statement.

## SELLER REPRESENTATIONS

**14. SELLER REPRESENTATIONS:** Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the following representations to Buyer:

- (1) The primary dwelling is connected to (*check all that apply*): ☒ a public sewer system; ☐ an on-site sewage system; ☒ a public water system; ☐ a private well; ☐ other (e.g., surface springs, cistern, etc.).
  - (2) Seller has no knowledge of any hazardous substances in or about the Property other than substances (if any) contained in appliances and equipment. Buyer acknowledges asbestos commonly exists in insulation, ceilings, floor coverings, and other areas in residential housing and may exist in the Property.
  - (3) Seller knows of no material defects in or about the Property.
  - (4) All electrical wiring, heating, cooling, plumbing, irrigation equipment and systems, and the balance of the Property, including the yard, will be in substantially their present condition at the time Buyer is entitled to possession.
  - (5) Seller has no notice of any liens or assessments to be levied against the Property.
  - (6) Seller has no notice from any governmental agency of any violation of law relating to the Property.
  - (7) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping, structures, driveways, and other such improvements) currently existing on the Property and the legal description of the Property.
  - (8) Seller will keep the Property fully insured through Closing.
  - (9) Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in making any previously disclosed material information relating to the Property substantially misleading or incorrect.
- These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (9) are: \_\_\_\_\_ (For more exceptions see Addendum \_\_\_\_\_).

Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Neither Buyer's nor Seller's Agents shall be responsible for conducting any inspection or investigation of any aspects of the Property.

**15.1 SELLER ADVISORY: OREGON STATE TAX WITHHOLDING OBLIGATIONS:** Subject to certain exceptions, Escrow is required to withhold a portion of Seller's proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by

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Seller Initials DS DS Date 9/7/2021 | 9:30

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OREF 001 | Page 5 of 11

## Exhibit 1



Sale Agreement # Bybee 01

RESIDENTIAL REAL ESTATE SALE AGREEMENT  
OREF 001 | Ver. 1.1 | Page 6 of 11

243 executing and delivering any instrument, affidavit or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of  
244 Oregon law.

245 **15.2 FIRPTA TAX WITHHOLDING REQUIREMENT:** Seller and Buyer are advised, during Closing, a Federal law, known as the Foreign  
246 Investment in Real Property Tax Act of 1980 ("FIRPTA"), requires a buyer to withhold a portion of a seller's proceeds (up to 15% of the Purchase  
247 Price) if the real property is located within the United States and the seller is a "foreign person" who does not qualify for an exemption. A "foreign  
248 person" includes a nonresident alien individual, foreign corporation that has not made an election under Section 897(i) of the Internal Revenue  
249 Code to be treated as a domestic corporation, foreign partnership, foreign trust, or a foreign estate, but it does not include a resident alien  
250 individual.

251 If FIRPTA applies (i.e. Seller is a foreign person), even if there is an exemption, Buyer and Seller must so inform Escrow to determine the extent to  
252 which Escrow can assist the parties in compliance with FIRPTA (see OREF 092 – FIRPTA Advisory). Seller's failure or refusal to comply with  
253 FIRPTA requirements constitutes a material default under this Agreement.

254 If FIRPTA does not apply (i.e. Seller is not a foreign person), then Seller shall complete, sign, and deliver to Escrow a form of certification of non-  
255 foreign status provided by escrow that complies with the requirements of 26 CFR § 1.1445-2 (the "Certificate") prior to Closing. If Seller fails or  
256 refuses to complete, sign, and deliver the Certificate to Escrow prior to Closing, Seller understands and agrees Seller will be presumed to be a  
257 foreign person in which case the terms of the above paragraph applies. Escrow is hereby instructed to act as a "Qualified Substitute" and provide  
258 Buyer with a qualified substitute statement that complies with the requirements of 26 USC § 1445(b)(9) in lieu of the Certificate at Closing so  
259 Seller's personal information is not disclosed to Buyer.

260 If Escrow is unable or unwilling to assist with the FIRPTA-related portion of the Closing (including, without limitation, providing the form Certificate  
261 or acting as a Qualified Substitute), Buyer or Seller (as applicable) has the right, but not the obligation, to move Escrow to another Oregon licensed  
262 escrow agent who is willing to assist with the FIRPTA-related portion of the Closing, in which case the parties' shall share equally in the cost of any  
263 cancellation fees (if applicable). If, due to moving Escrow, this transaction cannot be closed by the Closing Date, the parties agree the Closing Date  
264 will be extended for a reasonable period of time, not to exceed five (5) business days, to accommodate moving the transaction to the new escrow  
265 agent.

266 Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent or "Qualified Substitute" for purposes  
267 of the Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar  
268 with FIRPTA related the law and regulations. For further information, Seller and Buyer should go to: [www.irs.gov](http://www.irs.gov).

269 **16. "AS-IS":** Except for Seller's express written agreements and written representations contained herein, and Seller's Property  
270 Disclosure, if any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent. This  
271 provision shall not be construed to limit Buyer's right to implied new home warranties, if any, that may otherwise exist under Oregon  
272 law.

### MISCELLANEOUS ITEMS

273 **17. HOMEOWNER'S ASSOCIATION / TOWNHOME / PLANNED COMMUNITY:** Is the Property a townhome, in a planned community, or have a  
274 Homeowner's Association? ☐ Yes ☒ No ☐ Unknown

275 If yes, **OREF 024 Homeowner's Association / Townhome / Planned Community Addendum** will be attached to this Sale Agreement.

276 **18. ALARM SYSTEM:** ☒ NONE ☐ OWNED ☐ LEASED ☐ UNKNOWN. If leased, Buyer ☐ will ☐ will not assume the lease at Closing.

277 **19. SMOKE/CARBON MONOXIDE DETECTORS:** Within \_\_\_\_\_ business days (fifteen [15] if not filled in) after the date Buyer and Seller have  
278 signed and accepted this Agreement, the dwelling will have one or more operating smoke alarms, smoke detectors, and carbon monoxide  
279 detectors installed as required by law. Refer to ORS 479.260 for smoke detectors and ORS 476.725 for carbon monoxide alarms.

280 **20. SMART HOME FEATURES:** Does the property contain any "Smart Home" features?  
281 ☐ Yes ☒ No ☐ Unknown. If Yes, Seller to identify all Smart Home features in writing within three business days of the date this Agreement is signed and  
282 accepted. In addition, Seller to provide necessary information for Buyer to access said Smart Home features at Closing, unless otherwise agreed in writing..

283 "Smart home features" refers to appliances, lighting and/or electronic devices that can be controlled remotely by the owner, often via a mobile app. Smart  
284 home enabled devices can also operate in conjunction with other devices in the home and communicate information to other smart devices.

285 **21. WOODSTOVE/WOOD BURNING FIREPLACE INSERT:** Does the Property contain a woodstove or wood burning fireplace insert?  
286 ☐ Yes ☒ No

287 If yes, is the woodstove/wood burning fireplace insert certified? ☐ Yes ☐ No ☐ Unknown. If "No" or "Unknown," Seller to provide Buyer with  
288 **OREF 046 Woodstove/Wood Burning Fireplace Insert Addendum.**

289 **22. HOME WARRANTIES:** Home warranty plans may be available to help cover homeowner costs to repair/replace certain home systems and  
290 appliances. (See specific plan for details.) Will a plan be purchased for Buyer as a part of this transaction? ☒ Yes ☐ No  
291 If yes, identify plan and cost: Select Platinum \$ 540.00 To be paid at Closing by: ☐ Buyer ☒ Seller

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Seller Initials KMP Date 9/7/2021 | 9:30

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OREF 001 | Page 6 of 11

### Exhibit 1



Sale Agreement # Bybee 01

RESIDENTIAL REAL ESTATE SALE AGREEMENT  
OREF 001 | Ver. 1.1 | Page 7 of 11**23. ADDITIONAL PROVISIONS:**

For additional provisions, see Addendum \_\_\_\_\_.

**CLOSING/ESCROW**

**24. ESCROW:** This transaction shall be Closed at Lawyers Title LO Shelley 503.968.1082 ("Escrow"), a neutral escrow company licensed and located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller, unless otherwise specifically prohibited by the U.S. Department of Veterans Affairs (Federal VA). Unless otherwise provided herein, the parties agree as follows: Seller authorizes Seller's Agent's Firm to order a preliminary title report and owner's title policy at Seller's expense and further authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs, and any liens and encumbrances on the Property payable by Seller on or before Closing. Buyer shall deposit with Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's Closing costs, and Lender's fees, if any. Real estate fees, commissions or other compensation for professional real estate services provided by Buyer's or Seller's Agents' Firms shall be paid at Closing in accordance with the listing agreement, buyer representation agreement or other written agreement for compensation.

**25. PRORATIONS:** Prorates for rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the Property shall be as of: (check one) ☒ the Closing Date; ☐ date Buyer is entitled to possession

**26. EARNEST MONEY DEPOSIT(S) AND BUYER INSTRUCTIONS:** When this Sale Agreement is signed and accepted by Buyer and Seller, the following instructions shall apply to the handling of Buyer's earnest money deposit in the sum of \$ 10,000.00 ("the Deposit").

The Deposit shall be payable and deposited within \_\_\_\_ (three [3] if not filled in) business days (the "Deposit Deadline") as follows (check all that apply):

☒ Directly with Escrow;

☐ Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing; and/or

☐ Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing;

☐ As follows: \_\_\_\_\_

Upon deposit of earnest money in accordance with this Agreement, Buyer shall take no steps to withdraw or authorize withdrawal of said funds, except in accordance with the terms and conditions of this Agreement. In the event Buyer attempts or succeeds in any such withdrawal of the earnest money deposit, it shall be considered a breach of this Agreement and will result in a forfeit of the earnest money deposit and termination, at the option of the Seller, of the Buyer's right to purchase.

Caution: The Deposit, payable by whatever method selected by Buyer above, shall be placed with Escrow or Buyer's Agent's Firm's Client Trust account no later than 5:00 pm on the last day of the Deposit Deadline. The failure to do so may result in a breach of the Sale Agreement under Sections 27.2 and 27.3 (Earnest Money refund to Buyer/Earnest Money payment to Seller), below.

If an additional Deposit ("Additional Deposit") is to be paid, it shall be handled in accordance with the above-selected instructions, or (Describe): \_\_\_\_\_

Once the Deposit, and Additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms shall have no further responsibility to Buyer or Seller regarding said funds.

**27.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Escrow is hereby instructed by Buyer and Seller as follows: (1) Upon your receipt of a copy of this Agreement marked "rejected" by Seller, or upon Seller's Agent Firm's written advice that the offer is "rejected" by Seller, you are to refund all earnest money to Buyer; (2) Upon your receipt of a copy of this Agreement signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you determine the transaction cannot be Closed for any reason (whether or not there is a dispute between Buyer and Seller), you are to hold all earnest money deposits until you receive written instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to the disposition of such deposits.

**27.2 EARNEST MONEY REFUND TO BUYER:** If (1) Seller does not approve this Agreement; or (2) Seller signs and accepts this Agreement but fails to furnish marketable title; or (3) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (4) any condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer, then all earnest money deposits shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a waiver of other legal remedies available to Buyer.

**27.3 EARNEST MONEY PAYMENT TO SELLER:** If Seller signs and accepts this Agreement and title is marketable; and (1) Buyer has materially misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely

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Seller Initials EMP Date 9/7/2021

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OREF 001 | Page 7 of 11

**Exhibit 1**



Sale Agreement # Bybee 01

RESIDENTIAL REAL ESTATE SALE AGREEMENT  
OREF 001 | Ver. 1.1 | Page 8 of 11

make a wire transfer for Buyer's earnest money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this Agreement, then Seller, at Seller's option, may terminate this Agreement and all earnest money paid or agreed to be paid shall be paid to Seller as liquidated damages. The parties expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms of this Agreement would be difficult or impossible to ascertain with any certainty, and said earnest money deposit(s) identified herein shall represent a binding liquidated sum, and it is a fair, reasonable and appropriate pre-estimate of Seller's damages, and is not a penalty. **It is the intention of the parties, the Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance with the material terms of this Agreement shall be limited to the amount of earnest money paid or agreed to be paid herein. Seller's right to recover from Buyer any unpaid earnest money agreed to be paid herein shall be in accordance with the provisions of the Dispute Resolution Sections below.**

**28.1 CLOSING:** Closing shall occur on a date mutually agreed upon between Buyer and Seller, but in no event later than 10/15/2021 ("the Closing Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the deed or contract is recorded, and funds are available to Seller. Buyer and Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date. Caveat. Section 7 requires three (3) days prior to the Closing Deadline if Escrow is to prepare a note and a deed of trust or mortgage.

**28.2 THE CLOSING DISCLOSURE:** Pursuant to the federal TILA-RESPA Integrated Disclosure Rules ("TRID"), Buyer and Seller will each receive a federally required document called a "Closing Disclosure", which, among other things, summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential loan borrower at least three (3) business days prior to "consummation" of the transaction, which in most cases in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in Closing to comply with the three-business day rule. ***Such a delay beyond the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.***

**28.3 NOTICE REGARDING TITLE INSURANCE COSTS:** The manner in which TRID requires title insurance costs to be disclosed differs from the actual costs that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing the actual costs for an owner's policy of title insurance and, where applicable, the lender's policy of title insurance. ***Seller and Buyer are encouraged to discuss this with Escrow prior to Closing.***

**29. DEED:** Seller shall convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet payable, zoning ordinances, building and use restrictions, reservations in federal patents, easements of record that affect the Property, covenants, conditions and restrictions of record, and those matters accepted by Buyer pursuant to Section 9 (Title Insurance), above. If Buyer's title will be held in the name of more than one person, see Section 40 (Offer to Purchase), below regarding forms of co-ownership.

**30. POSSESSION:** Seller shall remove all personal property (including trash and debris) that is not a part of this transaction, and deliver possession of the Property to Buyer *(select one)*:

(1) ☐ by 5:00 p.m. on Closing;

(2) ☐ by 12:01 ☐ a.m. ☒ p.m. 45 days after Closing;

(3) ☐ by \_\_\_\_\_ ☐ a.m. ☐ p.m. on the *(insert date)* \_\_\_\_\_

If a tenant(s) is currently in possession of the Property, will Buyer accept the tenant(s) at closing? *(check one)*:

☒ No. Seller shall have full responsibility for removal of tenant(s) prior to closing and, if applicable, tenant relocation costs.

☐ Yes. If Yes, unless otherwise provided herein, all rents shall be prorated as of the closing date and tenant security deposits and any other deposits held on behalf of the tenant(s) by Seller shall be transferred in full to Buyer at closing. All funds shall be handled through escrow. Buyer and Seller are encouraged to attach the OREF 070 Investment Property Addendum to address additional items related to the buyer accepting the tenant(s) at closing.

**31. SELLER POSSESSION BEFORE/AFTER CLOSING:** In the event Buyer and Seller agree, Seller will deliver possession before or after Closing, **OREF 053 (Agreement to Occupy Before Closing)** or **OREF 054 (Agreement to Occupy After Closing)** will be attached to this Sale Agreement.

## DEFINITIONS/INSTRUCTIONS

### 32. DEFINITIONS/INSTRUCTIONS:

(1) All references in this Sale Agreement to "Agent" and "Firm" shall refer to Buyer's and Seller's real estate agents licensed in the State of Oregon and the respective real estate companies with which they are affiliated.

(2) Time is of the Essence of this Agreement.

Buyer Initials [Signature] Date 9/6/2021

DS  
Seller Initials [Signature] Date 9/7/2021 | 9:30

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OREF 001 | Page 8 of 11

### Exhibit 1



Sale Agreement # Bybee 01

RESIDENTIAL REAL ESTATE SALE AGREEMENT  
OREF 001 | Ver. 1.1 | Page 9 of 11

(3) Except as provided in Section 9 (Title Insurance), above, all written notices or documents, required or permitted under this Agreement to be delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller. Upon opening of this transaction with the title company identified at Section 24 (Escrow), above, Buyer, Seller, and their respective Agents, where applicable, shall provide Escrow with their preferred means of notification (e.g., email or text address, facsimile number, or mailing or personal delivery address, or other), which shall serve as the primary location for receipt of all notices or documents (hereinafter, "Contact Location").

(4) Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section, above are not parties to this Agreement but are subject to Section 39.3 (Mediation and Arbitration Involving Agents/Firms).

(5) A "business day" shall mean Monday through Friday, except recognized state and/or federal holidays.

(6) Any reference in the Agreement to a specific time shall refer to the time in the time zone where the Property is located.

(7) "Agreement" or "sale agreement" collectively shall be defined as this real estate sale agreement in its entirety and includes any written offer, counter offer, or addendum in any form or language that adds to, amends or otherwise modifies this real estate sale agreement that has been signed and accepted in accordance with the requirements of item 7 herein.

(8) The phrase "signed and accepted" in the printed text of this Sale Agreement, or any addendum or counter offer, however designated (collectively, "the Agreement" or "the Sale Agreement"), shall mean the date and time either the Seller and/or Buyer has/have: (a) Signed their acceptance of the Agreement received from the other party, or their Agents, and (b) Transmitted it to the sending party, or their Agent, either by manual delivery ("Manual Delivery"), facsimile, or electronic mail (collectively, "Electronic Transmission"). When the Agreement is "signed and accepted" as defined herein, the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to withdraw their offer or counter offer, as the case may be.

(9) The sending of a signed acceptance of the Agreement via Electronic Transmission from one party, or their Agent, to the other party, or their Agent, shall have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 23 (Additional Provisions) of this Sale Agreement.

(10) Time calculated in days after the date Buyer and Seller have signed and accepted this Agreement shall start on the first full business day after the date they have signed and accepted it.

(11) This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. However, Buyer's rights under this Agreement or in the Property are not assignable without prior written consent of Seller.

(12) This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.

(13) Excepting only the Lead-Based Paint Contingency Period identified in Section 11 (Lead Based Paint Contingency Period), unless a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, shall terminate as of 5:00 p.m. on the last day of that deadline, however designated.

(14) Notice. As used in this Agreement and any document relating to this Agreement, "Notice" shall mean the providing of a true and accurate copy of the document to the other party or their Agent. Notice shall be deemed delivered as of (a) the date and time the notice is sent by email or fax, (b) the time the notice is personally delivered to either the Agent or the Agent's Office, or (c) three (3) calendar days after the date the notice is mailed.

**33. UTILITIES:** Seller shall pay all utility bills accrued to the date Buyer is entitled to possession. **Buyer shall pay Seller for heating fuel/propane on premises, at Seller's supplier's rate on the possession date.** Payment shall be handled between Buyer and Seller outside of Escrow. Seller shall not terminate or disconnect electric, gas, heating fuel/propane, or water utilities prior to the date buyer is entitled to possession unless parties agreed otherwise in writing.

**34. APPROVED USES:** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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OREF 001 | Page 9 of 11

## Exhibit 1



Sale Agreement # Bybee 01

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OREF 001 | Ver. 1.1 | Page 10 of 11

**35. IRC 1031 EXCHANGE:** In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with them and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the Close of escrow or cause additional expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a contingency to the Closing of this transaction.

**36.1 LEVY OF ADDITIONAL PROPERTY TAXES:** The Property: (check one) ☐ is ☒ is not specially assessed for property taxes (e.g., farm, forest or other) in a way resulting in the levy of additional taxes in the future. If it is specially assessed, Seller represents the Property is current as to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this transaction, the Property either is disqualified from special use assessment or loses its deferred property tax status, unless otherwise specifically provided in this Agreement, Buyer shall be responsible for and shall pay when due, any deferred and/or additional taxes and interest that may be levied against the Property and shall hold Seller completely harmless therefrom. However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, Buyer may, at Buyer's sole option, promptly terminate this transaction and receive a refund of all deposits paid by Buyer in anticipation of Closing; or Close this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against the Property and hold Buyer completely harmless therefrom. The preceding shall not be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this Section 36.1 (Levy of Additional Property Taxes).

**36.2 HISTORIC PROPERTY DESIGNATION:** If the Property is or may be subject to a Historic Property local ordinance or is subject to or may qualify for the Historic Property Special Property Tax Assessment under ORS 358.475 to 358.565, Seller shall provide **OREF 045A Historic Property Addendum**.

## DISPUTE RESOLUTION

**37. FILING OF CLAIMS:** All claims, controversies and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (hereinafter collectively referred to as "Claims"), shall be exclusively resolved in accordance with the procedures set forth herein, which shall survive Closing or earlier termination of this transaction. All Claims shall be governed exclusively by Oregon law, and venue shall be placed in the county where the real property is situated. Filing a Claim for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statutes of limitation or statute of ultimate repose, and for purposes of filing a *lis pendens*. BY CONSENTING TO THE PROVISIONS HEREIN, BUYER AND SELLER ACKNOWLEDGE THEY ARE GIVING UP THE CONSTITUTIONAL RIGHT TO HAVE CLAIMS TRIED BY A JUDGE OR JURY IN STATE OR FEDERAL COURT, INCLUDING ALL ISSUES RELATING TO THE ARBITRABILITY OF SAID CLAIMS.

**38. EXCLUSIONS:** The following shall not constitute Claims: (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien; (2) A forcible entry and detainer action (eviction); (3) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Professional Standards Ethics and Arbitration provisions of the National Association of REALTORS®; (4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller contains a mandatory mediation and/or arbitration provision; and (5) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure, provided, however, such filing shall not constitute a waiver of the right or duty to utilize the dispute resolution procedures described herein for the adjudication of any Claims.

**39.1 SMALL CLAIMS BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller, within the jurisdiction of the Small Claims Court of the county in which the property is located, shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other forum. Notwithstanding ORS 46.455(3), neither Buyer nor Seller shall have a right to request a jury trial and so remove the matter from the Small Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

**39.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER:** If Buyer's and/or Seller's Agent is a member of the National Association of REALTORS®, all Claims shall be submitted to mediation as offered by the local REALTOR® Association, if available. If mediation is not available through the Agent's REALTOR® organization, then all Claims shall be submitted to mediation through the program administered by Arbitration Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described herein shall be submitted to final and binding arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller shall be entitled to recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party shall not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly upon, the filing for arbitration.

**39.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms shall be resolved in accordance with the mediation and arbitration process described in Section 39.2 (Mediation and Arbitration Between Buyer and Seller), above, and if applicable, the prevailing party shall be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided therein.

Buyer Initials: MB, JLB Date: 9/6/2021

Seller Initials: EMP Date: 9/7/2021 | 9:30

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**LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE**

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OREF 001 | Page 10 of 11

### Exhibit 1





Sale Agreement # Bybee 01

RESIDENTIAL REAL ESTATE SALE AGREEMENT  
OREF 001 | Ver. 1.1 | Page 11 of 11**SIGNATURE INSTRUCTIONS**

483 **40. OFFER TO PURCHASE:** Buyer offers to purchase the Property upon the terms and conditions set forth in this Agreement. Buyer  
 484 acknowledges receipt of a completely filled in copy of this Agreement which Buyer has fully read and understands. Buyer acknowledges,  
 485 Buyer has not relied upon any oral or written statements made by Seller or any Agents that are not expressly contained in this  
 486 Agreement. Neither Seller nor any Agent(s) warrant the square footage of any structure or the size of any land being purchased. If square  
 487 footage or land size is a material consideration, all structures and land should be measured by Buyer prior to signing or should be made  
 488 an express contingency in this Agreement.

489 Deed or contract shall be prepared in the name of Jerry Odell Bybee and Juanita Anne Bybee, or as buyers shall specify.  
 490 **Co-Ownership Note:** Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship.  
 491 Agents are not qualified to provide advice on these issues. Once the form of co-ownership is determined, Buyer should promptly notify Escrow.

492 This offer shall automatically expire on (insert date) 09/07/2021 at 8:00 ☐ a.m. ☒ p.m., (the "Offer Deadline"), if not accepted by  
 493 that time, Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be  
 494 accepted by Seller only in writing.

495 Buyer's signature: Jerry Odell Bybee Date 9/6/2021 \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←  
 496 Buyer's signature: Juanita Anne Bybee Date 9/6/2021 \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

497 This offer was delivered/transmitted to Seller for signature on (insert date) 9/7/2021 | 8:58 PM EDT at \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.  
 498 By Matt Soukup (Agent(s) presenting offer).  
 C5414937E34C425

499 **41. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY:** Seller accepts Buyer's offer. Seller  
 500 acknowledges receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller  
 501 acknowledges, Seller has not relied upon any oral or written statements of Buyer or of any Agent(s) that are not expressly contained in  
 502 this Agreement.

503 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

504 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

505 **Note:** If delivery/transmission occurs after the Offer Deadline identified at Section 40 (Offer to Purchase), above, it will not  
 506 become binding upon Seller and Buyer unless the parties agree to extend said Deadline by an Addendum, Counter offer, or other  
 507 writing, jointly signed by the parties. The parties' failure to do so shall be treated as a rejection under Section 42 (Seller's  
 508 Rejection), below, and this transaction shall be automatically terminated.

509 **42. SELLER'S REJECTION/COUNTER OFFER (select only one):**

- 510 ☐ Seller does not accept the above offer, but makes the attached counter offer.  
 511 ☐ Seller rejects Buyer's offer.

512 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

513 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

514 **NO CHANGES OR ALTERATIONS ARE PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY**  
 515 **SUCH PROPOSED CHANGES OR ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT. CHANGES BY BUYER'S OR**  
 516 **SELLER'S AGENT TO THE TERMS OR PROVISIONS ABOVE BUYER'S SIGNATURE SHOULD ALSO BE ON A SEPARATE DOCUMENT.**

DS DS  
 Buyer Initials [Signature] Date 9/6/2021

DS  
 Seller Initials [Signature] Date 9/7/2021 | 9:30

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OREF 001 | Page 11 of 11

**Exhibit 1**





Sale Agreement # Bybee 01

**SELLER'S COUNTER OFFER No. 1**1 This is a counter offer to ☒ Sale Agreement or ☐ Buyer's Counter Offer2 Seller: Kristi M Polukeev3 Buyer: Jerry Odell Bybee, Juanita Anne Bybee4 The real property described as: 8815 SW Oleson Rd, Portland, OR 97223-68315 **AGREEMENT TO SELL:** Seller agrees to sell the real and personal property upon the terms and conditions set forth in the Sale Agreement and  
6 subsequent counter offers where applicable, **except** as modified as follows:7 Price to be \$825,000.8 Drapes/curtains not included in transaction9 All other terms and conditions remain the same

10 \_\_\_\_\_

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19 \_\_\_\_\_

20 For additional provisions, see Addendum \_\_\_\_\_

21 **All remaining terms and conditions of the Sale Agreement (and other counter offer(s), where applicable), not otherwise modified, are**  
 22 **approved and accepted by Seller. Time is of the essence.** This Seller's Counter Offer shall automatically expire on September 8, 2021  
 23 at 7 ☐ a.m. ☒ p.m. ("the Counter Offer Deadline"), if not accepted within that time This Seller's Counter Offer may be  
 24 accepted by Buyer only in writing. However, Seller may withdraw this counter offer before the Offer Deadline any time prior to Buyer's  
 25 transmission of signed acceptance.

26 Seller acknowledges receipt of a completely filled in copy of Buyer's Offer and Seller's Counter Offer, and all subsequent counter offers  
 27 where applicable, which Seller has fully read and understands. Seller acknowledges Seller has not relied on any oral or written  
 28 statements of any Buyer or of any Agent(s) that are not expressly contained in the Sale Agreement as amended.

29 Seller Signature Kristi M Polukeev Date 9/7/2021 9:30 PM EDT a.m. p.m. ←

30 Seller Signature \_\_\_\_\_ Date \_\_\_\_\_ a.m. p.m. ←

31 **BUYER'S RESPONSE (select only one):**32 ☒ Buyer **accepts** Seller's Counter Offer.33 ☐ Buyer **does not accept** Seller's Counter Offer AND submits the attached Buyer's Counter Offer.34 ☐ Buyer **rejects** Seller's Counter Offer.

35 Buyer acknowledges receipt of signed copies of the Sale Agreement and all subsequent counter offers including this Seller's Counter  
 36 Offer, where applicable, which Buyer has fully read and understands.

37 Buyer Signature Jerry Odell Bybee Date 9/7/2021 \_\_\_\_\_ a.m. p.m. ←38 Buyer Signature Juanita Anne Bybee Date 9/7/2021 \_\_\_\_\_ a.m. p.m. ←

39 **Note: If delivery/transmission occurs after the Counter Offer Deadline identified above, it will not become binding upon Seller and**  
 40 **Buyer unless the parties agree to extend said Deadline by an Addendum, Counteroffer, or other writing, jointly signed by the**  
 41 **parties. The parties' failure to do so shall be treated as a rejection under Buyers Response, above, and this transaction shall be**  
 42 **automatically terminated.**

43 Seller's Agent Matt Soukup Buyer's Agent Tracy Davis-Sharp

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Page 1 of 1



## PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Lawyers Title of Oregon, LLC hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a/an Florida corporation.

**Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.**

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

*Countersigned*

A handwritten signature in black ink, appearing to read 'J. M. Me', is written over a horizontal line.



# Lawyers Title

of Oregon, LLC

6000 Meadows Rd, Ste 100, Lake Oswego, OR 97035  
(503)968-1082 FAX (503)968-1852

## PRELIMINARY REPORT

**ESCROW OFFICER:** Shelley Williams  
shelleywilliams@ltic.com  
(503)968-1082

**ORDER NO.:** 872103288

**TITLE OFFICER:** Jason Parkrosz

**TO:** Lawyers Title of Oregon, LLC  
6000 Meadows Rd, Ste 100  
Lake Oswego, OR 97035

**ESCROW LICENSE NO.:** 201011109

**OWNER/SELLER:** Kristi Polukeev and Vladimir A. Polukeev

**BUYER/BORROWER:** Jerry Odell Bybee and Juanita Anne Bybee

**PROPERTY ADDRESS:** 8815 SW Oleson Road, Portland, OR 97223

**EFFECTIVE DATE:** September 3, 2021, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Owner's Policy 2006	\$ 825,000.00	\$ 1,838.00
Owner's Standard		
ALTA Loan Policy 2006	\$ 720,000.00	\$ 604.00
Extended Lender's		
OTIRO 209.10-06 - Restrictions, Encroachments, Minerals - Current Violations (ALTA 9.10-06)		\$ 100.00
OTIRO 222-06 - Location (ALTA 22-06)		\$ 0.00
OTIRO 208.1-06 - Environmental Protection Lien (ALTA 8.1-06)		\$ 0.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Kristi M. Polukeev and Vladimir A. Polukeev

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF WASHINGTON, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**EXHIBIT "A"**  
Legal Description

Beginning at the Northwest corner of the Southeast one-quarter, Northeast one-quarter of Section 26, Township 1 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon; thence South 89°38' East along the North line of said Southeast one-quarter, Northeast one-quarter of Section 26, a distance of 296.76 feet to an iron pipe; thence South 471.60 feet to an iron pipe, which iron pipe is the true point of beginning of the herein described tract, and the Southwest corner of that certain tract conveyed to Howard T. Multhauf, et ux, by deed recorded January 5, 1943 in Book 214, No. 9325; thence from the above described true point of beginning South 89°43' East 138.93 feet along said Multhauf Tract to an iron pipe, which is the Northwest corner of that certain tract conveyed to Jack E. Hannula, et ux, by deed recorded July 26, 1943 in Book 223, Page 515; thence South 188.02 feet along said Hannula Tract to an iron pipe on the Northerly boundary of the County Road; thence continuing South 35.42 feet to a point in the center of said County Road; thence South 57°52' West along the center of said County Road 164.06 feet to a point; thence North 35.42 feet to an iron pipe on the Northerly boundary of said County Road; thence continuing North 275.96 feet to the place of beginning.

**AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:**

**GENERAL EXCEPTIONS:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims, which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

**SPECIFIC ITEMS AND EXCEPTIONS:**

6. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2021-2022.
7. Rights of the public to any portion of the Land lying within the area commonly known as SW Oleson Road.
8. Access Easement

Recording Date: August 13, 1993  
Recording No.: 93-066378

and Re-Recording Date: February 2, 1994  
and Re-Recording No: 94-010909  
Reason: Change the Easement Grantee

9. Road Maintenance Agreement

Recording Date: February 2, 1994  
Recording No.: 94-010910

Addendum to Road Maintenance Agreement

Recording Date: February 18, 2014  
Recording No.: 2014-009152

10. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$363,000.00  
Dated: February 8, 2006  
Trustor/Grantor: Kristi M. Polukeev and Vladimir A. Polukeev  
Trustee: Ticor Title Insurance Company  
Beneficiary: ABN Amro Mortgage Group, Inc.  
Loan No.: 652015726  
Recording Date: February 13, 2006  
Recording No.: 2006-016812

A substitution of trustee under said deed of trust which names, as the substituted trustee, the following

Trustee: Shapiro & Sutherland, LLC  
Recording Date: July 8, 2016  
Recording No.: 2016-052742

By various assignments, the beneficial interest thereunder is now held of record in:

Assignee: US Bank Trust National Association as Trustee for Igloo Series IV Trust  
Loan No.: Not Disclosed  
Recording Date: July 23, 2021  
Recording No.: 2021-081491

11. A contract of sale by and between the parties named below

Dated: November 28, 2016  
Vendor: Vladimir A. Polukeev  
Vendee: Kristi M. Polukeev  
Recording Date: November 28, 2016  
Recording No.: 2016-097999

Addendum To Real Estate Contract, including the terms and provisions thereof

Recording Date: August 23, 2021  
Recording No.: 2021-091198

12. Any matters arising out of or by virtue of that certain bankruptcy case:

Name of Debtor: Kristi Maria Polukeev  
Date of Filing: November 28, 2016  
U. S. District Court: Western  
State: Oregon  
Case No.: 16-34486  
Chapter: 13  
Attorney: Douglas R. Ricks  
Attorney's Address: 319 SW Washington St #520, Portland OR 97204  
Attorney's Phone No: 503-241-4869  
Name of Trustee: Wayne Godare

13. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

14. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

**ADDITIONAL REQUIREMENTS/NOTES:**

- A. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2020-2021  
Amount: \$5,257.01  
Levy Code: 051.50  
Account No.: R233349  
Map No.: 1S126AD02800

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

- B. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA Policy unless removed prior to issuance.

- C. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Jerry Odell Bybee and Juanita Anne Bybee

- D. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

- E. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

- F. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.

- G. Washington County imposes a transfer tax of \$1.00 per \$1,000 (or fraction thereof) of the selling price in a real estate transfer, unless the county approves an exemption application. Exemption criteria and applications are available at the county's website, see:  
<http://www.co.washington.or.us/AssessmentTaxation/Recording/TransferTaxExemption/index.cfm>.

## H. Recording Charge (Per Document) is the following:

County	First Page	Each Additional Page
Multnomah	\$86.00	\$5.00
Washington	\$81.00	\$5.00
Clackamas	\$93.00	\$5.00

Note: When possible the company will record electronically. An additional charge of \$5.00 applies to each document that is recorded electronically.

Note: Please send any documents for recording to the following address:

Portland Title Group  
Attn: Recorder  
1433 SW 6th Ave.  
Portland, OR. 97201

I. Note: Effective January 1, 2008, Oregon law (ORS 314.258) mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please contact your Escrow Closer for further information.

J. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.

K. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

## L. NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS

Fiscal Year:	July 1 <sup>st</sup> through June 30 <sup>th</sup>
Taxes become a lien on real property, but are not yet payable:	July 1 <sup>st</sup>
Taxes become certified and payable (approximately on this date):	October 15 <sup>th</sup>
First one third payment of taxes is due:	November 15 <sup>th</sup>
Second one third payment of taxes is due:	February 15 <sup>th</sup>
Final payment of taxes is due:	May 15 <sup>th</sup>

Discounts: If two thirds are paid by November 15<sup>th</sup>, a 2% discount will apply.  
If the full amount of the taxes are paid by November 15<sup>th</sup>, a 3% discount will apply.

Interest: Interest accrues as of the 15<sup>th</sup> of each month based on any amount that is unpaid by the due date. No interest is charged if the minimum amount is paid according to the above mentioned payment schedule.



## EXHIBIT ONE

### 2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
  - the occupancy, use, or enjoyment of the Land;
  - the character, dimensions or location of any improvement erected on the land;
  - the subdivision of land; or
  - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
  - created, suffered, assumed or agreed to by the Insured Claimant;
  - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- resulting in no loss or damage to the Insured Claimant;
  - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
  - Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
  - Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - a fraudulent conveyance or fraudulent transfer, or
    - a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
  - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

### 2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
  - the occupancy, use, or enjoyment of the Land;
  - the character, dimensions or location of any improvement erected on the land;
  - the subdivision of land; or
  - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
  - created, suffered, assumed or agreed to by the Insured Claimant;

- not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - resulting in no loss or damage to the Insured Claimant;
  - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - a fraudulent conveyance or fraudulent transfer, or
    - a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
  - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.



Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

Wire Fraud Alert

Original Effective Date: 5/11/2017

Current Version Date:

5/11/2017

872103288-SW - WIRE0016 (DSI Rev. 12/07/17)

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## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's Opt Out Page or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

CERTIFICATE - TRUE COPY

DATE: September 16, 2021

DOCUMENT: NOTICE OF INTENT TO SELL REAL PROPERTY AND MOTION FOR  
AUTHORITY TO SELL REAL PROPERTY (*8815 SW Oleson Rd.,  
Portland, OR 97223*)

I hereby certify that I prepared the foregoing copy of the foregoing named document and have carefully compared the same with the original thereof and it is a correct copy therefrom and of the whole thereof.

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the foregoing on:

ALL CREDITORS ON COURT MATRIX  
ATTACHED

by mailing a copy of the above-named document to each of them in a sealed envelope, addressed to each of them at his or her last known address. Said envelopes were deposited in the Post Office at Portland, Oregon, on the above date, postage prepaid.

I hereby certify that the foregoing was served on all CM/ECF participants through the Court's Case Management/Electronic Case File system on the date set forth below.

Dated: September 16, 2021

VANDEN BOS & CHAPMAN, LLP

By: /s/Colleen A. Lowry for Douglas R. Ricks  
Douglas R. Ricks, OSB #04426  
Of Attorneys for Debtor

Label Matrix for local noticing  
0979-3  
Case 16-34486-tmb13  
District of Oregon  
Portland  
Thu Sep 16 11:02:25 PDT 2021  
  
IRS  
IRS  
PO Box 7346  
Philadelphia, PA 19101-7346

Dept of Justice  
Division of Child Support  
Attn: Bankruptcy Unit  
POB 14670  
Salem, OR 97309-5013

Ditech Financial LLC FKA Green Tree Servicin  
14841 Dallas Parkway, Suite 300  
Dallas, TX 75254-7883

New Penn Financial, LLC d/b/a Shellpoint Mor  
P.O. Box 10675  
Greenville, SC 29603-0675

New Penn Financial, LLC d/b/a Shellpoint Mor  
P.O. Box 10826  
Greenville, SC 29603-0826

ODR Bkcy  
955 Center NE #353  
Salem, OR 97301-2555

Oregon Attorney General  
Department of Justice  
1162 Court St NE  
Salem, OR 97301-4096

PRA Receivables Management, LLC  
PO Box 41021  
Norfolk, VA 23541-1021

US Attorney  
1000 SW 3rd Ave #600  
Portland, OR 97204-2936

US Attorney  
US Attorney  
1000 SW 3rd Ave #600  
Portland, OR 97204-2936

US Attorney General  
Department of Justice  
10th & Constitution NW  
Washington, DC 20530-0001

US Trustee, Portland  
1220 SW 3rd Ave., Rm. 315  
Portland, OR 97204-2829

1050 SW 6th Ave. #700  
Portland, OR 97204-1160

Asset Recovery Group  
PO Box 14949  
Portland, OR. 97293-0949

Cascade Pathology Service Group  
POB 4207  
Portland, OR 97208-4207

Cascade Pathology Service Group  
c/o National Service Bureau, Inc.  
PO Box 747  
Bothell, WA 98041-0747

(p)JPMORGAN CHASE BANK N A  
BANKRUPTCY MAIL INTAKE TEAM  
700 KANSAS LANE FLOOR 01  
MONROE LA 71203-4774

Chase  
c/o Client Services, Inc.  
3451 Harry S. Truman Blvd  
Saint Charles, MO 63301-4047

DS Waters of North America  
PO Box 660579  
Dallas, TX 75266-0579

DS Waters of North America  
c/o Collection Bureau of America  
25954 Eden Landing  
First Floor  
Hayward, CA 94545-3816

Ditech Financial LLC  
c/o CT Corp System, RA  
388 State St., Ste 420  
Salem, OR 97301-3581

Ditech Financial LLC fka Green Tree Servicin  
P.O. Box 6154  
Rapid City, South Dakota 57709-6154

Ditech Financial, LLC  
PO Box 6172  
Rapid City, SD 57709-6172

(p)INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY OPERATIONS  
PO BOX 7346  
PHILADELPHIA PA 19101-7346

IRS  
Attn: Civil Process Clerk  
U.S. Attorney, District of Oregon  
1000 SW 3rd, #600  
Portland, OR 97204-2936

IRS  
Centralized Insolvency Operation  
P. O. Box 7346  
Philadelphia, PA 19101-7346

Legacy Lab Services  
PO Box 2829  
Portland, OR 97208-2829

Legacy Lab Services  
c/o Asset Systems, Inc.  
4520 SE Belmont #280  
Portland, OR 97215-1668

(p)DSNB MACY S  
CITIBANK  
1000 TECHNOLOGY DRIVE MS 777  
O FALLON MO 63368-2222

Macy's  
c/o Alltran Financial  
PO Box 722910  
Houston, TX 77272-2910

Macy's  
c/o Northland Group, Inc.  
PO Box 390905  
Minneapolis, MN 55439-0905

Metropolitan Anesthesia  
PO Box 4860  
Murrells Inlet, SC 29576-2698

New Penn Financial, LLC  
d/b/a Shellpoint Mortgage Servicing  
P.O. Box 10675  
Greenville, SC 29603-0675

ODR  
ATTN: Bankruptcy Unit  
955 Center St NE  
Salem, OR 97301-2555

ODR  
c/o Ellen Rosenblum, Attorney General  
Oregon Department of Justice  
1162 Court St, NE  
Salem, OR 97301-4096

Oregon Clinic  
Mail Stop 163  
PO Box 5007  
Portland, OR 97208-5007

Oregon Clinic  
c/o Asset Recovery Group, Inc.  
PO Box 14949  
Portland, OR 97293-0949

PROVIDENCE  
C/O PROFESSIONAL CREDIT SERVICE  
PO BOX 7548  
SPRINGFIELD, OR 97475-0039

Portland Credit Inc.  
dba Fidelity Collection Svc  
PO Box 429  
Hillsboro OR 97123-0429

(p)PROVIDENCE HEALTH & SERVICES  
ATTN CINDY NORRIS  
PO BOX 4408  
PORTLAND OR 97208-4408

Providence Health and Services  
c/o Professional Credit Service  
PO Box 7548  
Springfield, OR 97475-0039

SKO Brenner American, Inc.  
40 Daniel Street  
PO Box 230  
Farmingdale, NY 11735-0230

Salem Emergency Physicians  
c/o Balanced Healthcare Receivables  
PO Box 9577  
Manchester, NH 03108-9577

Salem Emergency Physicians Service  
PO Box 742547  
Los Angeles, CA 90074-2547

Salem Hospital  
c/o Americollect, Inc.  
PO Box 1566  
Manitowoc, WI 54221-1566

Salem Hospital  
c/o Malcolm S. Gerald & Assoc.  
PO Box 6990  
Portland, OR 97228-6990

Salem Radiology Consultants  
c/o Valley Credit Service  
626 Appleblossom Ave NE  
Salem, OR 97303-5008

State of Oregon  
Employment Dept.  
875 Union Street NE  
Salem, OR 97311-0800

The Children's Clinic  
POB 2848  
Portland, OR 97208-2848

The Children's Clinic  
c/o Fidelity Collection Svc  
PO Box 429  
Hillsboro, OR 97123-0429

(p)CITIBANK  
PO BOX 790034  
ST LOUIS MO 63179-0034

The Home Depot  
c/o Portfolio Recovery Assoc.  
PO Box 12914  
Norfolk, VA 23541-0914

The Oregon Clinic  
PO Box 5036  
Portland, OR 97208-5036

U.S. Bank Trust National Association, as  
Trustee of the Igloo Series IV Trust  
c/o SN Servicing Corporation  
323 Fifth Street  
Eureka, CA 95501-0305

Viviscal  
PO Box 406  
Farmingdale, NY 11735-0406

Vladimir Polukeev  
17238 SW Pleasanton Lane  
Beaverton, OR 97003-4240

Willamette Valley Professional Svcs  
PO Box 13129  
Salem, OR 97309-1129

Willamette Valley Professional Svcs  
c/o Americollect, Inc.  
PO Box 1566  
Manitowoc, WI 54221-1566

Willamette Valley Professional Svcs  
c/o Malcom S. Gerald & Assoc.  
332 South Michigan Ave, Ste 600  
Chicago, IL 60604-4318



DOUGLAS R RICKS	Kristi Maria Polukeev	Wayne Godare
319 SW Washington St #520	8815 SW Oleson Rd.	222 SW Columbia St #1700
Portland, OR 97204-2620	Portland, OR 97223-6831	Portland, OR 97201-6652

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Chase	IRS	Macy's
PO Box 15298	Attn: Attorney General of United States	PO Box 689195
Wilmington, DE 19850	10th Constitution NW #4400	Des Moines, IA 50368
	Washington, DC 20530	
Providence Health and Services	The Home Depot	
PO Box 3299	PO Box 182676	
Portland, OR 97208-3299	Columbus, OH 43218	

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Ditech Financial LLC	(d)ODR Bkcy 955 Center NE #353 Salem, OR 97301-2555	(u)U.S Bank National Association, not individ
(u)U.S. Bank Trust National Association, as T	(d)US Attorney General Department of Justice 10th & Constitution NW Washington, DC 20530-0001	(d)PRA Receivables Management, LLC PO Box 41021 Norfolk, VA 23541-1021
(d)The Oregon Clinic c/o Asset Recovery Group PO Box 14949 Portland, OR 97293-0949	(u)Charlene Hiss	(u)SMGNine Placeholder , OR

End of Label Matrix	
Mailable recipients	62
Bypassed recipients	9
Total	71